

BEFORE THE
BOARD OF REGISTERED NURSING
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

AMY ELIZABETH SINK
a.k.a. AMY L. SINK
a.k.a. AMY LIZ SINK
a.k.a. AMY E. ELEY
623 Maplewood Dr
Lima, OH 45805

Registered Nurse License No. **561974**

Respondent

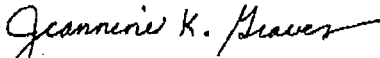
Case No. 2011-701

DECISION AND ORDER

The attached Stipulated Surrender of License and Order is hereby adopted by the Board of Registered Nursing, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on **August 8, 2011.**

- IT IS SO ORDERED **August 8, 2011.**



President
Board of Registered Nursing
Department of Consumer Affairs
State of California

1 KAMALA D. HARRIS
Attorney General of California
2 JANICE K. LACHMAN
Supervising Deputy Attorney General
3 LORRIE M. YOST
Deputy Attorney General
4 State Bar No. 119088
1300 I Street, Suite 125
5 P.O. Box 944255
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6 Telephone: (916) 445-2271
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **BOARD OF REGISTERED NURSING**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

Case No. 2011-701

12 **AMY ELIZABETH SINK,**
13 **a.k.a. AMY L. SINK, AMY LIZ SINK,**
14 **AMY E. ELEY**
1229 David Street
Van Wert, OH 45891
15 **Registered Nurse License No. 561974**

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

16 Respondent.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties in this
19 proceeding that the following matters are true:

20 PARTIES

21 1. Louise R. Bailey, M.Ed., RN (Complainant) is the Executive Officer of the Board
22 of Registered Nursing. She brought this action solely in her official capacity and is represented in
23 this matter by Kamala D. Harris, Attorney General of the State of California, by Lorrie M. Yost,
24 Deputy Attorney General.

25 2. Amy Elizabeth Sink; aka, Amy L. Sink; Amy Liz Sink, Amy E. Eley (Respondent)
26 is representing herself in this proceeding and has chosen not to exercise her right to be
27 represented by counsel.

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3. On or about January 30, 2000, the Board of Registered Nursing issued Registered Nurse License No. 561974 to Amy Elizabeth Sink; aka, Amy L. Sink; Amy Liz Sink, Amy E. Eley (Respondent). The registered nurse license expired on January 31, 2003, and has not been renewed.

JURISDICTION

4. Accusation No. 2011-701 was filed before the Board of Registered Nursing (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on February 10, 2011. Respondent timely filed her Notice of Defense contesting the Accusation. A copy of Accusation No. 2011-701 is attached as Exhibit A and incorporated by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, and understands the charges and allegations in Accusation No. 2011-701. Respondent also has carefully read, and understands the effects of this Stipulated Surrender of License and Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at her own expense; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in Accusation No. 2011-701, agrees that cause exists for discipline and hereby surrenders her Registered Nurse License No. 561974 for the Board's formal acceptance.

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9. Respondent understands that by signing this stipulation she enables the Board to issue an order accepting the surrender of her Registered Nurse License without further process.

CONTINGENCY

10. This stipulation shall be subject to approval by the Board of Registered Nursing. Respondent understands and agrees that counsel for Complainant and the staff of the Board of Registered Nursing may communicate directly with the Board regarding this stipulation and surrender, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Surrender and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Surrender of License and Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. This Stipulated Surrender of License and Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Surrender of License and Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

13. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order:

ORDER

IT IS HEREBY ORDERED that Registered Nurse License No. 561974, issued to Respondent Amy Elizabeth Sink; aka, Amy L. Sink; Amy Liz Sink, Amy Eley is surrendered and accepted by the Board of Registered Nursing.

1 14. The surrender of Respondent's Registered Nurse License and the acceptance of the
2 surrendered license by the Board shall constitute the imposition of discipline against Respondent.
3 This stipulation constitutes a record of the discipline and shall become a part of Respondent's
4 license history with the Board.

5 15. Respondent shall lose all rights and privileges as a Registered Nurse in California
6 as of the effective date of the Board's Decision and Order.

7 16. Respondent shall cause to be delivered to the Board her pocket license and, if one
8 was issued, her wall certificate on or before the effective date of the Decision and Order.

9 17. If Respondent ever files an application for licensure or a petition for reinstatement
10 in the State of California, the Board shall treat it as a petition for reinstatement. Respondent must
11 comply with all the laws, regulations and procedures for reinstatement of a revoked license in
12 effect at the time the petition is filed, and all of the charges and allegations contained in
13 Accusation No. 2011-701 shall be deemed to be true, correct and admitted by Respondent when
14 the Board determines whether to grant or deny the petition.

15 18. If and when Respondent's license is reinstated, she shall pay to the Board costs
16 associated with its investigation and enforcement pursuant to Business and Professions Code
17 section 125.3 in the amount of \$927.00. Respondent shall be permitted to pay these costs in a
18 payment plan approved by the Board. Nothing in this provision shall be construed to prohibit the
19 Board from reducing the amount of cost recovery upon reinstatement of the license.

20 19. Respondent shall not apply for licensure or petition for reinstatement for two (2)
21 years from the effective date of the Board of Registered Nursing's Decision and Order.

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Fax # 916-327-8648

ACCEPTANCE

I have carefully read the Stipulated Surrender of License and Order. I understand the stipulation and the effect it will have on my Registered Nurse License. I enter into this Stipulated Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Board of Registered Nursing.

DATED:

3-16-11

Amy Eley FKA Amy Sink
AMY ELIZABETH SINK; AKA, AMY L. SINK;
AMY LIZ SINK; AMY ELEY
Respondent

ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Board of Registered Nursing of the Department of Consumer Affairs.

Dated: March 4, 2011

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JANICE K. LACHMAN
Supervising Deputy Attorney General

LORRIE M. YOST
Deputy Attorney General
Attorneys for Complainant

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DATED:

Stipulated Surrender of License (Case No. 2011-701)

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Exhibit A

Accusation No. 2011-701

1 KAMALA D. HARRIS
Attorney General of California
2 JANICE K. LACHMAN
Supervising Deputy Attorney General
3 LORRIE M. YOST
Deputy Attorney General
4 State Bar No. 119088
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 445-2271
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **BOARD OF REGISTERED NURSING**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

Case No. 2011-701

12 **AMY ELIZABETH SINK,**
13 **a.k.a. AMY L. SINK,**
a.k.a. AMY LIZ SINK,
14 **a.k.a. AMY E. ELEY**
1229 David Street
Van Wert, OH 45891
15 **Registered Nurse License No. 561974**

ACCUSATION

16 Respondent.

17
18 Complainant alleges:

19 **PARTIES**

20 1. Louise R. Bailey, M.Ed., RN ("Complainant") brings this Accusation solely in her
21 official capacity as the Executive Officer of the Board of Registered Nursing ("Board"),
22 Department of Consumer Affairs.

23 2. On or about January 20, 2000, the Board issued Registered Nurse License Number
24 561974 to Amy Elizabeth Sink, also known as Amy L. Sink, Amy Liz Sink, and Amy E. Eley
25 ("Respondent"). Respondent's registered nurse license expired on December 31, 2003.

26 **STATUTORY PROVISIONS**

27 3. Business and Professions Code ("Code") section 2750 provides, in pertinent part, that
28 the Board may discipline any licensee, including a licensee holding a temporary or an inactive

1 license, for any reason provided in Article 3 (commencing with section 2750) of the Nursing
2 Practice Act.

3 4. Code section 2764 provides, in pertinent part, that the expiration of a license shall not
4 deprive the Board of jurisdiction to proceed with a disciplinary proceeding against the licensee or
5 to render a decision imposing discipline on the license. Under Code section 2811, subdivision
6 (b), the Board may renew an expired license at any time within eight years after the expiration.

7 5. Code section 2761 states, in pertinent part:

8 The board may take disciplinary action against a certified or licensed
9 nurse or deny an application for a certificate or license for any of the following:

10 (a) Unprofessional conduct, which includes, but is not limited to, the
11 following:

12

13 (4) Denial of licensure, revocation, suspension, restriction, or any other
14 disciplinary action against a health care professional license or certificate by another
15 state or territory of the United States, by any other government agency, or by another
16 California health care professional licensing board. A certified copy of the decision
17 or judgment shall be conclusive evidence of that action . . .

18 COST RECOVERY

19 6. Code section 125.3 provides, in pertinent part, that the Board may request the
20 administrative law judge to direct a licentiate found to have committed a violation or violations of
21 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
22 enforcement of the case.

23 CAUSE FOR DISCIPLINE

24 (Disciplinary Action by the Ohio Board of Nursing)

25 7. Respondent is subject to disciplinary action pursuant to Code section 2761, subdivision
26 (a)(4), on the grounds of unprofessional conduct, in that she was disciplined by the Ohio Board of
27 Nursing ("Ohio Board"), as follows: On or about July 30, 2010, pursuant to the Consent
28 Agreement Between Amy E. Eley, R.N. a.k.a. Amy E. Sink, R.N. and Ohio Board of Nursing,
Respondent's license to practice as a registered nurse in the State of Ohio was reinstated
(Respondent had placed her license on inactive status on April 29, 2010) and suspended

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1 indefinitely. The suspension was stayed and Respondent was placed on probation for 2 years
2 subject to terms and conditions.

3 As part of the consent agreement, Respondent admitted to the following: On or about
4 December 4, 2009, while working as a pediatric registered nurse at St. Rita's Medical Center in
5 Lima, Ohio, Respondent appeared impaired at work, was screened for drugs/alcohol, and tested
6 positive for alcohol. Respondent was subsequently terminated. On or about April 28, 2010,
7 Respondent underwent a chemical dependency evaluation at Lutheran Social Services in Lima,
8 Ohio, and was diagnosed with Alcohol Abuse. Lutheran Social Services recommended that
9 Respondent attend alcohol/drug education and relapse prevention counseling. In December 2008,
10 Respondent was convicted of a DUI in Allen County, Ohio.


11 A true and correct copy of the Consent Agreement is attached hereto as Exhibit A and
12 incorporated herein.

13 **PRAYER**

14 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
15 and that following the hearing, the Board of Registered Nursing issue a decision:

- 16 1. Revoking or suspending Registered Nurse License Number 561974, issued to Amy
17 Elizabeth Sink, also known as Amy L. Sink, Amy Liz Sink, and Amy E. Eley;
18 2. Ordering Amy Elizabeth Sink, also known as Amy L. Sink, Amy Liz Sink, and Amy
19 E. Eley, to pay the Board of Registered Nursing the reasonable costs of the investigation and
20 enforcement of this case, pursuant to Business and Professions Code section 125.3;
21 3. Taking such other and further action as deemed necessary and proper.

22
23 DATED: 2/10/11


24 for LOUISE R. BAILEY, M.ED., RN
25 Executive Officer
26 Board of Registered Nursing
27 Department of Consumer Affairs
28 State of California
Complainant

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EXHIBIT A
CONSENT AGREEMENT



Ohio Board of Nursing

www.nursing.ohio.gov

17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

CONSENT AGREEMENT BETWEEN AMY E. ELEY, R.N. F.K.A. AMY E. SINK, R.N. AND OHIO BOARD OF NURSING

This Consent Agreement is entered into by and between **AMY E. ELEY, R.N. (MS. ELEY)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

MS. ELEY voluntarily enters into this Consent Agreement being fully informed of her rights under Chapter 119, ORC, including the right to representation by legal counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(10), ORC, authorizes the Board to discipline a licensee for impairment of the ability to practice according to acceptable and prevailing standards of safe nursing care because of habitual or excessive use of drugs, alcohol, or other chemical substances that impair the ability to practice. Section 4723.28(B)(19), ORC, authorizes the Board to discipline a licensee for failure to practice in accordance with acceptable and prevailing standards of safe nursing care. Section 4723.28(B)(16), ORC, authorizes the Board to discipline a licensee for violation of Chapter 4723, ORC, or any rules adopted under it. Specifically, Rule 4723-4-06(H), OAC, states that a licensed nurse shall implement measures to promote a safe environment for each client.
- B. **MS. ELEY's** license to practice nursing as a registered nurse, RN-272162, in the State of Ohio has been inactive since April 2010. **MS.**

CERTIFIED TO BE A TRUE COPY

8/2/10
BOARD OF NURSING

ELEY was initially licensed as a nurse in Ohio in June 1997. **MS. ELEY** also has inactive or lapsed nursing licenses in Indiana, North Carolina, South Carolina, Georgia, Florida, Arkansas, Texas, Washington, California and Massachusetts.

C. **MS. ELEY** knowingly and voluntarily admits to the following:

1. On or about December 4, 2009, while working as a pediatric registered nurse at St. Rita's Medical Center in Lima, Ohio, **MS. ELEY** appeared impaired at work, was screened for drugs/alcohol and tested positive for alcohol. **MS. ELEY** was subsequently terminated.
2. On or about April 28, 2010, **MS. ELEY** underwent a chemical dependency evaluation at Lutheran Social Services, in Lima, Ohio and was diagnosed with Alcohol Abuse. Lutheran Social Services recommended that **MS. ELEY** attend alcohol/drug education and relapse prevention counseling.
3. **MS. ELEY** reports that she is now attending weekly counseling sessions at ASTOP, Inc., substance abuse services, in Lima, Ohio.
4. **MS. ELEY** has not worked as a nurse since December 2009 and placed her license on inactive status on April 29, 2010.
5. **MS. ELEY** was also convicted of a DUI in Allen County, Ohio in December 2008, which she properly reported on her renewal application and has complied with the terms and conditions of the case.
6. **MS. ELEY** is willing to cooperate with the Board to resolve the issues described herein in order to maintain her nursing license.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, **MS. ELEY** knowingly and voluntarily agrees with the Board to the following terms, conditions, and limitations: **MS. ELEY's** license to practice nursing as a registered nurse shall be reinstated and suspended indefinitely. Such suspension shall be stayed, subject to the following PROBATIONARY terms, conditions, and limitations for a minimum period of two (2) years:

1. **MS. ELEY** shall obey all federal, state, and local laws, and all laws and rules governing the practice of nursing in Ohio.

2. **MS. ELEY** shall appear in person for interviews before the full Board or its designated representative as requested by the Board or its designee.
3. **MS. ELEY** agrees that she will submit a request to the Bureau of Criminal Identification and Investigation (BCII) to conduct a criminal records check of **MS. ELEY**, including a check of Federal Bureau of Investigation (FBI) records, and shall cause BCII to submit **MS. ELEY**'s criminal records check reports to the Board. **MS. ELEY**'s completed criminal records check, including the FBI check, must be received by the Board **within six (6) months following the effective date of the Consent Agreement.**

Monitoring of Rehabilitation and Treatment

4. **MS. ELEY** shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to her by another so authorized by law who has full knowledge of **MS. ELEY**'s history of chemical abuse and recovery status. **MS. ELEY** shall self-administer the prescribed drugs only in the manner prescribed.
5. **MS. ELEY** shall abstain completely from the use of alcohol.
6. **Within forty-five (45) days of the effective date of this Consent Agreement, MS. ELEY** shall begin submitting, at her expense and on the day selected, blood or urine specimens for drug and/or alcohol analysis at a collection site specified by the Board at such times as the Board may request. Refusal to submit such specimen, or failure to submit such specimen on the day she is selected, or in such a manner as the Board may request, shall constitute a violation of a restriction placed on a license for purposes of Section 4723.28(B), ORC. This screening shall require a daily call-in process. The specimens submitted by **MS. ELEY** shall be negative, except for substances prescribed, administered, or dispensed to her by another so authorized by law who has full knowledge of **MS. ELEY**'s history of chemical abuse and recovery status.
7. **Within forty-five (45) days of the effective date of this Consent Agreement and on a quarterly basis thereafter, MS. ELEY** shall provide the Board with satisfactory documentation of compliance with all aspects of the treatment plan developed by the ASTOP, Inc. until released. Further, **MS. ELEY** agrees that the Board may use ASTOP, Inc.'s recommendations and conclusions from the evaluation as a basis for additional terms, conditions, and limitations on **MS. ELEY**'s license and that the terms, conditions, and limitations shall be incorporated by an addendum to this Consent Agreement.
8. **Upon request by the Board or its designee and within forty-five (45) days of such request, MS. ELEY** shall, at her expense, obtain a chemical dependency evaluation by a Board approved chemical dependency professional and shall

provide the Board complete documentation of this evaluation. Prior to the evaluation, **MS. ELEY** shall provide the chemical dependency professional with a copy of this Consent Agreement and her assessment at Lutheran Social Services. Further, **MS. ELEY** shall execute releases to permit the chemical dependency professional to obtain any information deemed appropriate and necessary for the evaluation. The chemical dependency professional shall submit a written opinion to the Board that includes diagnoses, recommendations for treatment and monitoring, any additional restrictions to be placed on **MS. ELEY's** license to practice, and a statement as to whether **MS. ELEY** is capable of practicing nursing according to prevailing and acceptable standards of nursing.

9. If a chemical dependency evaluation is requested, **MS. ELEY** shall provide the Board with satisfactory documentation of compliance with all aspects of the treatment plan developed by the chemical dependency professional until released. Further, **MS. ELEY** agrees that the Board may use the professional's recommendations and conclusions from the evaluation as a basis for additional terms, conditions, and limitations on **MS. ELEY's** license and that the terms, conditions, and limitations shall be incorporated by an addendum to this Consent Agreement.
10. **MS. ELEY** shall attend a minimum of one (1) meeting per week of a support or peer group meeting approved in advance by the Board, or a Twelve Step program. **MS. ELEY** shall provide satisfactory documentation of such attendance to the Board every six (6) months during the probationary period beginning within thirty (30) days of the effective date of this Consent Agreement.

Treating Practitioners and Reporting

11. Within thirty (30) days of the effective date of this Consent Agreement, **MS. ELEY** shall provide a copy of this Consent Agreement to all treating practitioners and shall provide to the Board a list of all treating practitioners, including addresses and telephone numbers. Further, **MS. ELEY** shall be under a continuing duty to provide a copy of this Consent Agreement, prior to initiating treatment, to additional treating practitioners, and to update the list of treating practitioners with the Board within forty-eight (48) hours of being treated by another practitioner.
12. **MS. ELEY** shall cause all treating practitioners to complete a medication prescription report that is to be mailed by the practitioner directly to the Board. The medication report is to be completed for any and all substances prescribed, administered, or dispensed to **MS. ELEY** throughout the duration of this Consent Agreement.

13. Within twenty-four (24) hours of release from hospitalization or medical treatment, **MS. ELEY** shall notify the Board of any and all medication(s) or prescription(s) received.

Employment Conditions

14. **Prior to accepting employment as a nurse, MS. ELEY** shall notify the Board, in writing, of the name and address of any new employer.
15. **MS. ELEY** is under a continuing duty to provide a copy of this Consent Agreement to any new employer, if working in a position in which a nursing license is required, **prior to accepting employment. MS. ELEY** shall have her employer(s), if working in a position where a nursing license is required, submit written reports regarding job performance on a quarterly basis **beginning within thirty (30) days of accepting employment as a nurse. MS. ELEY** shall have her employer(s) send documentation to the Board, along with the first employer report, of receipt of a copy of this Consent Agreement, including the date the Consent Agreement was received.

Reporting Requirements of Licensee

16. **MS. ELEY** shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.
17. **MS. ELEY** shall sign release of information forms allowing health professionals and other organizations to submit requested documentation or information directly to the Board.
18. **MS. ELEY** shall submit any and all information that the Board may request regarding her ability to practice according to acceptable and prevailing standards of safe nursing practice.
19. **MS. ELEY** shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.
20. **MS. ELEY** shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.
21. **MS. ELEY** shall submit the reports and documentation required by this Consent Agreement to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.

22. **MS. ELEY** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
23. **MS. ELEY** shall inform the Board within five (5) business days, in writing, of any change in work status or address and/or telephone number.

Temporary Practice Restrictions

MS. ELEY shall not practice nursing as a registered nurse (1) for agencies providing home care in the patient's residence; (2) for hospice care programs providing hospice care in the patient's residence; (3) for staffing agencies or pools; (4) as an independent provider where the nurse provides nursing care and is reimbursed for services by the State of Ohio through State agencies or agents of the State; or (5) for an individual or group of individuals who directly engage **MS. ELEY** to provide nursing services for fees, compensation, or other consideration or as a volunteer.

MS. ELEY shall not function in a position or employment where the job duties or requirements involve management of nursing and nursing responsibilities, or supervising and evaluating nursing practice. Such positions include but are not limited to the following: Director of Nursing, Assistant Director of Nursing, Nurse Manager, Vice President of Nursing.

FAILURE TO COMPLY

MS. ELEY agrees that her license to practice nursing as a registered nurse will be automatically suspended if it appears to the Board that **MS. ELEY** has violated or breached any terms or conditions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MS. ELEY** via certified mail of the specific nature of the charges and automatic suspension of her license. Upon receipt of this notice, **MS. ELEY** may request a hearing regarding the charges.

The above described terms and conditions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MS. ELEY** appears to have violated or breached any terms or conditions of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

DURATION/MODIFICATION OF TERMS

The terms, limitations, and conditions of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both **MS. ELEY** and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that **MS. ELEY** has complied with all aspects of this Consent Agreement; and

Amy E. Eley, R.N., F.K.A. Amy E. Sink, R.N.
Page 7

(2) the Board determines that MS. ELEY is able to practice according to acceptable and prevailing standards of safe nursing care without Board monitoring, based upon an interview with MS. ELEY and review of the reports as required herein. Any period during which MS. ELEY does not work in a position for which a nursing license is required shall not count toward fulfilling the probationary period imposed by this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

MS. ELEY acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

MS. ELEY waives all of her rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

MS. ELEY waives any and all claims or causes of action she may have against the Board, and its members, officers, employees and/or agents arising out of matters that are the subject of this Consent Agreement.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, ORC. The information contained herein may be reported to appropriate organizations, data banks and governmental bodies.

This Consent Agreement is not an adjudication order as discussed in Chapter 119, ORC. Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedures Act, Chapter 119, ORC.

EFFECTIVE DATE

MS. ELEY understands that this Consent Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective upon the last date of signature below.

Amy E. Eley
AMY E. ELEY, R.N.
F.K.A. AMY E. SINK, R.N.

7-15-10
DATE

Bertha M. Lovelace
BERTHA LOVELACE, President
Ohio Board of Nursing

7/30/10
DATE